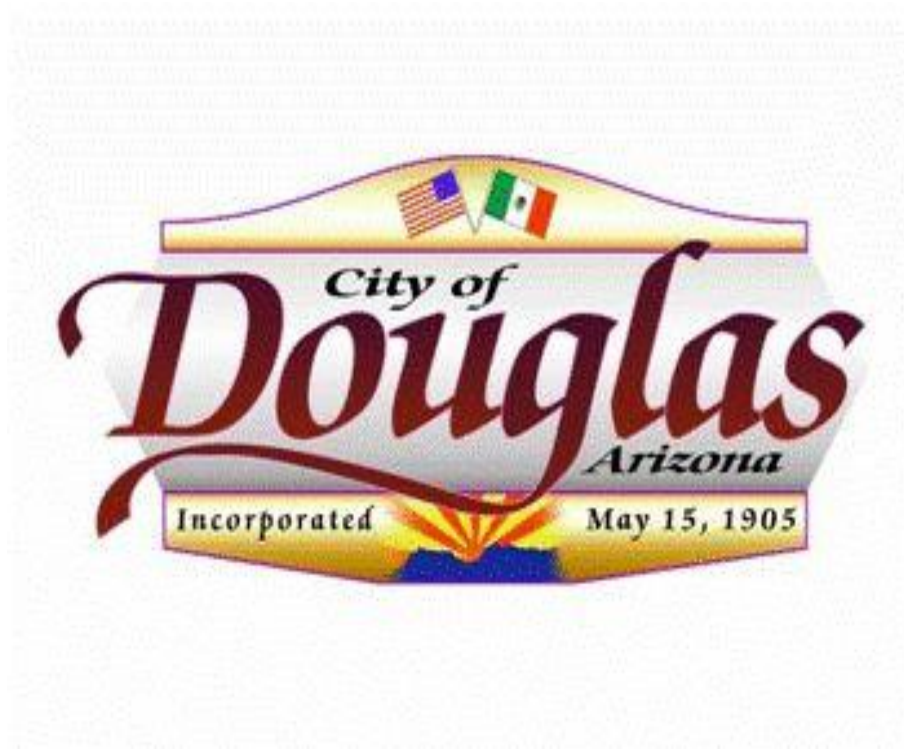


# Request for Proposal



*City of Douglas, Arizona*  
*Bid Closing Date: Wednesday, April 23, 2008*  
*Bid Closing: 4:00 P.M.*

## **BID NOTIFICATION**

**NOTICE IS HEREBY GIVEN** that the Mayor and Common Council of the City of Douglas will receive sealed Bid Proposal until Four O'clock P.M. (4:00 P.M.) on the Wednesday, April 23, 2008 for the following:

### **JET A AVIATION FUEL & 100LL AVIATION FUEL**

Specifications are on file and may be obtained at the office of the Purchasing Agent, 425 10<sup>th</sup> Street, Douglas, Arizona 85607. Bids will be received until the above hour specified and will be opened and publicly declared on said date and time at a Bid Opening to be conducted by the City Clerk, in the Council Chambers. Address all Bids to Brenda Aguilar, City Clerk, 425 10<sup>th</sup> St., Douglas, AZ 85607, specifying on the outside envelope the nature of the Bid and reference RFP#2008-CD-0009. The Council reserves the right to reject any bid, defer action on bids and to waive any irregularities or information if deemed in the City's best interest. Any late submissions will be returned.

Dated at Douglas, Arizona on April 8, 2008

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Brenda Aguilar  
City Clerk

## INSTRUCTIONS

**i.1 SUBMIT BIDS TO:**

City of Douglas  
Attn: City Clerk  
425 10<sup>th</sup> Street  
Douglas, AZ 85607

Use label at the end of this solicitation package

Bids will be opened publicly at this address. You may mail or hand deliver bids. E-mail or fax submissions will not be accepted. The City must actually receive submissions as specified. No responsibility will attach to the City of Douglas, its employees or agents for premature opening of a bid that is not properly addressed and identified.

**i.2 DUE DATE & TIME FOR SUBMISSION AND OPENING:**

**Date:** Wednesday, April 23, 2008

**Time:** 4:00 P.M. (Local Time)

**i.3 NUMBER OF COPIES:**

Submit a signed original and 2 copy/copies of the bid in a sealed container.

- Bids **may not** be e-mailed or faxed.

Electronic Format Requested No

**i.4 BID FIRM TIME:** 120 Days from Opening

Bids shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during the bid firm time.

**i.5 SECURITY:** Bid: \$ 0.00 Performance: \$ 0.00

**i.6 VENDOR CONFERENCE / SITE VISIT:** ☐ Yes ☒ No

**i.7 QUESTIONS.** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the Project Contacts listed below:

Questions concerning this solicitation should be directed to the following project contacts:

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**General Questions**

Mr. John Alvarez  
Purchasing Agent  
425 10<sup>th</sup> Street  
Douglas, Az 85607  
(520) 805-0242  
[John.Alvarez@Douglasaz.Gov](mailto:John.Alvarez@Douglasaz.Gov)

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**Technical Questions**

Mr. Richard McGee  
FBO  
1100 Airport Road  
Douglas, Az 85607  
(520) 364-3501

**i.8 LOBBYING.** The Bidder, his/her Agent, or Representative shall not contact, orally or in written form, any other City of Douglas employee, or appointed or elected Official regarding the contents of this solicitation or this solicitation process. The Finance Director shall disqualify a bid for a violation of this provision. This provision shall not prohibit public comment at City Council meetings.

- i.9 **ADDENDA.** The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Any changes to the specifications will be in the form of an addendum.
- i.10 **FORM AND CONTENT OF BIDS.** An original and the designated number of copies of each bid is required. Bids, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. Please line through and initial rather than erase changes. If the bid is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of an error in a price extension calculation, the unit cost will prevail. The bid must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bid.
- i.11 **OPENING.** The City will open all Bids properly and timely submitted, and will record the names and other information specified by law and rule. All Bids become the property of the City and will not be returned except in the case of a late submission.
- i.12 **LATE BIDS.** The Bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the Bidder. All times are Douglas, Arizona local times. The Bidder agrees to accept the time stamp in the City Purchasing Office as the official time.
- i.13 **MODIFICATION / WITHDRAWAL OF BID.** Written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.
- i.14 **EVALUATION PROCESS.** Bids will be reviewed by a screening committee comprised of City employees and/or authorized agents. The City staff may or may not initiate discussions with Bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.
- i.15 **PRESENTATIONS/INTERVIEWS.** The Bidder must provide a formal presentation/interview upon request.
- i.16 **CRITERIA FOR EVALUATION AND AWARD.** The City evaluates three categories of information: responsiveness, responsibility, and price. All bids, regardless of the type of solicitation, must meet the following responsiveness and responsibility criteria.
- a) **Responsiveness.** The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.
  - b) **Responsibility.** The City will determine whether the Bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, Bidder's record of performance and integrity- e.g. has the Bidder been delinquent or unfaithful to any contract with the City, whether the Bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A Bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review Bidder's facilities, equipment and personnel and

those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- c) Price. We will then evaluate the bids that have met the requirements above.
- i.17 **CONTRACT NEGOTIATIONS AND ACCEPTANCE.** Bidder must be prepared for the City to accept the bid as submitted. If Bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, the City may reject bid or revoke the award, and may begin negotiations with another Bidder. The City is charged by its Charter to make an award that is in the best interest of the City. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Bidder and the City until the City executes a written contract or purchase order.
- i.18 **RESERVATIONS.** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced Bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor defects/technicalities or form errors or other informalities in any bid. The City may seek clarification of the bid from Bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on Bidder no right to an award or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City.

#### **DETAILED SPECIFICATION**

1. **PROJECT GOAL.** To establish a source for Jet A Aviation Fuel and 100LL Aviation Fuel used by the City of Douglas Municipal Airport.
2. **BACKGROUND.** The City of Douglas operates an aviation fuel station based at their facility located at the Douglas Municipal Airport in Douglas. Bulk fuel orders for 4000 gallons are placed approximately every 12 weeks.
3. **SCOPE OF WORK.** Product shall be refinery blended and shall meet ASTM D1655 Specifications, as amended, for Jet "A" Aviation Fuel without Prist, anti-ice additive.
  - 4.1. All fuel will be used for general aviation purposes by the general public.
  - 4.2. The City's estimated annual usage of Jet "A" Aviation Fuel is 20,000 gallons and 100LL Aviation Fuel is 16,000 gallons.
  - 4.3. Delivery shall be F.O.B. Destination, freight pre-paid. Delivery shall be made at the City of Douglas Municipal Airport, 1100 Airport Road, Douglas, AZ 85607.
  - 4.4. Contractor shall confirm delivery no less than 1-hour prior to delivery by calling (520) 975-5986.
  - 4.5. Fuel will be ordered in approximately, 4,000-gallon deliveries to a 14,000-gallon above ground storage tank. Orders will be placed verbally with reference to the Blanket Purchase Order Number.
  - 4.6. If expedited deliveries are required by the City of Douglas, the vendor may charge additional shipping charges if quoted and agreed to at the time of order by the City of Douglas Finance Department.
  - 4.7. The driver must remain with the truck at all times to oversee fuel delivery.
  - 4.8. Prior to beginning to unload any delivery of fuel, the Contractor's representative (driver) shall manually measure the fuel in the City's storage tank to verify that the storage tank has sufficient capacity for the existing fuel plus the product being delivered. The Contractor's representative (driver) shall exercise appropriate care during delivery to prevent any spillage. The Contractor

shall be fully responsible for any clean up and costs associated with any over-fill or spillage.

- 4.9. All fuel shall be delivered in sealed tanks. The driver shall obtain the signature of an authorized City representative on the delivery ticket. This ticket shall be attached to the billing invoice. The driver must have a copy of the terminals manifest indicating the gross and net amounts when the delivery is made.
- 4.10. Delivery tank and all associated equipment must comply with current Federal and State Statute and Guidelines.
- 4.11. A Material Safety Data Sheet will be provided to the City with each delivery.
- 4.12. The price for each delivery shall be calculated adding the Mark-up Price to the published OPIS Spot Service, Los Angeles Spot Pipeline Price, Jet-Pipe LAX on the date order is placed, plus any applicable taxes. The Contractor shall attach a copy of the OPIS report for the order date to the invoice for audit purposes.
- 4.13. The City may analyze the fuel at any time during the terms of this contract. If the analysis indicates a problem with the fuel or non-compliance with the contract specifications, the City reserves the right to require the vendor to remove and replace the non-compliant fuel with a compliant fuel within 24 hours of notification. The vendor shall be responsible for all costs incurred as a result of the Contractor's delivery of non-compliant fuel including, but not limited to reimbursement for the additional cost of obtaining substitute fuel from another source and repairs to equipment damaged by the non-compliant fuel.

5. **INSURANCE REQUIREMENTS.** Contractor shall maintain coverage for all general, contractual and products liability risks normally associated with the goods and materials and/or services covered by this contract.

The Contractor shall maintain at all times during the term of this Contract, insurance in the minimum amount of \$1 million per occurrence and \$2,00,000 general aggregate for Commercial General Liability, including Contractual Liability. For General Liability coverage, the City of Douglas, their agents, officials, officers, elected officials or employees shall be named as additional insured. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Automobile Liability insurance of at least \$1 million per occurrence is required. An endorsement shall be included with \$5,000,000 per accident limits for bodily injury and property damage.

The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statute.

Prior to the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate), applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor agrees that no policy shall expire, be canceled or materially changed to affect the coverage available without thirty (30) calendar days advance written notice to the City.

All insurance certificates and applicable endorsements are subject to review and approval by the City's Human Recourse Director.

6. **SITE INSPECTION.** It is the responsibility of the Vendor to inspect any location that he/she is not familiar with, to determine location, and accessibility of the storage tank.

7. **PRICE FACTORS.**

- A. **Base Price:** The base price shall consist of the cost of the Jet A Aviation Fuel and

100LL Aviation Fuel to the terminal. After the date of the bid opening, the "A" price shall be subject to change as the published OPIS Spot Service, Los Angeles Spot Pipeline Price, Jet-Pipe LAX price changes.

- B. Markup Price: The markup price shall consist of any other related costs including transportation and profit.
- C. Total delivered price: The total delivered fuel price is the sum of the Base Price plus the Markup Price.

8. **FREIGHT SPLIT LOADS.** Provide a listing of vendors for possible shared freight with other municipalities.

## **MILESTONES**

### **TENTATIVE TIMELINE:**

Publish RFP – April 9, 2008

RFP Due Date & Time – Wednesday, April 23, 2008, 4:00 P.M. (Local Time)

**BEGINNING AND END DATE OF INITIAL TERM:** May 14, 2008 through December 30, 2010.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

### **EXTENSION:**

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

### **RENEWAL:**

At the end of the initial term of this contract, the City may initiate renewal(s) as provided. The decision to renew a contract rests solely with the City. The City will give written notice of its intention to renew the contract no later than thirty (30) days prior to the expiration.

1 Two-Year renewal possible at the City's option, per bid documents

### **PRICES:**

All pricing shall be firm except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

**Mark-Up Price Adjustment:** Prior to each annual anniversary of the contract effective date, the Contractor may submit a written request that the City adjust the Mark-Up Price. Increases shall not be in an amount no more than the twelve month change in the **Consumer Price Index for All Urban Consumers** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov/cpi/home.htm>). Adjusted Mark-Up Price, if requested and approved, would be effective on the anniversary of the contract and would be firm for at least one year. The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

## STANDARD TREMS AND CONDITIONS

- S.1 **CITY OF DOUGLAS ARIZONA:** Whenever the term "City" is used herein, it is referring to the City of Douglas, Arizona.
- S.2 **CONTRACTOR.** Whenever the term "Contractor" is used herein, it is referring to the Contractor as well as any subcontractors. The Contractor is fully responsible for subcontractor's compliance with the Terms and Conditions herein as well as any resultant contract.
- S.3 **SUBCONTRACTING AND JOINT VENTURES.** The City intends to contract with one entity per contract and that one entity shall be contractually responsible for performance. The Contractor may not subcontract work for a contract without the express written permission of the City. If the Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the agreement shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the City. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and the City of Douglas, nor shall the same create any obligation on the part of the City of Douglas to pay any subcontractor. For any joint venture to be acceptable, Contractor must take full contractual responsibility for the obligation.
- S.4 **CONTRACTOR BUSINESS REQUIREMENTS.** The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. The Contractor must stay fully informed of existing and future Federal, State and Local laws, ordinances and regulations that in any manner affect the fulfillment of this contract and shall comply with the same. The Contractor's personnel, facilities and equipment shall be in full compliance with all applicable federal, state and local health, environmental and safety laws, regulations, standards, ordinances, and privilege license and permit requirements, whether or not they have been referenced by the City.
- The Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City or its agents to inspect personnel records to verify such compliance. The Contractor shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States. Employee compensation shall meet all applicable requirements of the Fair Labor Standards Act and Federal and Arizona minimum wage laws.
- The Contractor shall comply with all applicable OSHA regulations. The Contractor bears full responsibility for employee training, safety, and providing necessary equipment to achieve compliance prior to the contract commencement date. Upon request, Contractor shall demonstrate to the City's satisfaction any programs, procedures and other activities used to ensure compliance.
- The Contractor shall be in compliance with all applicable tax requirements and shall be current in payment of such taxes.
- The Contractor will be responsible for any damages to property when such property is the responsibility of or in the custody of the Contractor or its employees.
- Upon request, the City may inspect or request copies of any such records it deems necessary to determine compliance with this section.
- S.5 **EMPLOYMENT PRACTICES.** Contractor asserts that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and asserts that it complies with all applicable Federal, state and local laws and executive orders regarding employment. The Contractor, its employees and subcontractors will comply with applicable provisions of Title VII of the U.S. Civil

Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

- S.6 **FOB POINT & RISK OF LOSS.** All deliveries shall be FOB destination unless otherwise agreed. The Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction shall not release Contractor from any obligation hereunder. Freight charged/terms shall be as agreed.
- S.7 **CONTRACT ADMINISTRATION.** The contract shall be administered by the Finance Director and/or an authorized representative from the using department. All questions regarding the contract shall be referred to an administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the Finance Director.
- S.8 **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through the awarding of the contract.
- S.9 **TAX EXEMPTION.** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. The City is not exempt from State and Local sales/use taxes, unless noted herein.
- S.10 **ASSIGNMENT.** No contract awarded by the City may be assigned either in whole or in part without first receiving written consent of the City. Any attempted assignment, either in whole or in part, without such consent shall be null and void and in such event the City shall have the right at its option to terminate the contract. No granting of consent to any assignment or subcontracting shall relieve the Contractor from any of its obligations and liabilities under the agreement. Any subcontracting in violation of this section shall also be void.
- S.11 **DEFAULT, TERMINATION AND OTHER REMEDIES.** The City reserves the right to terminate any part or all of a contract resulting from this solicitation if the Contractor fails to carry out any term, promise, or condition of the contract. The City will issue a written Notice of Default to the Contractor if in the opinion of the City, the Contractor:
- Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract resulting from this solicitation;
  - Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days;
  - Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract;
  - Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner;
  - Fails to complete the required work or fails to perform required services within the time frame stipulated.
  - Fails to materially perform or comply with the terms and conditions of the contract resulting from this solicitation.

Failure of the Contractor to remedy any problems noted by the City's deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give the City cause to cancel this contract. In addition, any Contractor who is the recipient of three or more Default Notices during any twelve-month period, or five or more during the entire term of the contract shall give the City cause for termination.

If the City terminates the contract, the Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, the Contractor agrees to perform under the terms and conditions of this contract up to and including the date of termination as though no termination has been made. In case of default and/or termination, the City reserves the right to purchase the services required under the contract from the open market, to complete required work itself or have it completed at the expense of the Contractor. The City may recover any actual excess costs by (1) deduction from an unpaid balance due to the Contractor; (2) collection against the proposal and/or performance security; if

any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of its intent to perform. In the event that the demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

- S.12 **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate any resulting order or contract in part or in whole upon thirty (30) days written notice. The City will be responsible only for those goods and/or services that conform to the requirements of the contract and that have been delivered and/or performed and accepted. with thirty (30) calendar days advance written notice during any term of this contract.
- S.13 **CONFLICT OF INTEREST.** Pursuant to A.R.S. § 38-511, the City Manager or his authorized agent may cancel any contract(s) resulting from this request within three years after award, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City becomes an employee or agent of the Contractor.
- S.14 **INDEMNIFICATION/LIABILITY.** The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' and expert witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the City) and all other types of claims resulting from the actual or alleged negligence, misconduct, or fault of the Contractor resulting from the acts or omissions of the Contractor, its employees, agents, or subcontractors in the performance of the contract. The Contractor shall assume risk of loss until delivery to the City's facility. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery. In any instance where the Contractor has accepted a tender from the City, the Contractor agrees to update the City during the course of the litigation and to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by the tender.

Without limiting the foregoing, the Contractor shall, without limitation, at its expense defend the City against all claims asserted by any person that anything provided by the Contractor infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the City's use or operation of the items provided by the Contractor hereunder or any part thereof by reason of any alleged infringement, the Contractor shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the City the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the City may incur to acquire substitute supplies or services.

The City assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this contract or use of the Contractor provided supplies or services.

Neither party shall be liable for incidental, special or consequential damages.

## PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish **Fuel, Jet A Aviation and 100LL Aviation** to the City of Douglas at the price(s) stated below.

The City's estimated annual usage of Jet A Aviation fuel is 20,000 gallons.

The City's estimated annual usage of 100LL Aviation fuel is 16,000 gallons.

Description	Unit Price (No more than 5 decimal points)
MARK-UP PRICE (Consists of Transportation, Profit and any other costs): <u>Firm for term of contract</u> subject to annual review)	\$ /gal
Jet A Aviation Fuel without PRIST per specifications BASE PRICE for <u>April 18, 2008</u> for Bid Evaluation Purposes Only: Published OPIS Spot Service, Los Angeles Spot Pipeline Price, Jet-PipeLAX price	\$ /gal
100LL Aviation Fuel without PRIST per specifications BASE PRICE for <u>April 18, 2008</u> for Bid Evaluation Purposes Only: Published OPIS Spot Service, Los Angeles Spot Pipeline Price, Jet-PipeLAX price	\$ /gal
TOTAL DELIVERED FUEL PRICE <u>for April 18, 2008</u> Bid Evaluation Purposes Only: Sum of the Mark Up Price plus Base Price. Do not add any taxes.	\$ /gal

The price for each delivery shall be calculated adding the Mark-up Price to the published OPIS Spot Service, Los Angeles Spot Pipeline Price, Jet-PipeLAX on the date order is placed, plus any applicable taxes. The Contractor shall attach a copy of the OPIS report for the order date to the invoice for audit purposes.

BRAND OFFERED: \_\_\_\_\_

Payment terms (not less than net 30 days): \_\_\_\_\_

Does Bidder agree to honor the prices, terms and conditions to other agencies as specified in section S.24?

\_\_\_\_\_ Yes \_\_\_\_\_ No (A "no" answer will not disqualify your bid.)

AIRPORT DEALER AVIATION EXCESS LIABILITY INSURANCE COVERAGE IS PROVIDED IN THE  
AMOUNT OF \_\_\_\_\_?

## ALTERNATIVE OPTION- 1

### SELF SERVICE AVIATION FUEL DISPENSING SYSTEM

Have a Self Service Aviation Fuel Dispensing System installed and ready for service at existing fuel tank facility at Douglas Municipal Airport. The Phone line and electrical outlet installations shall be provided by the City of Douglas.

Delivery to be made on or before \_\_\_\_\_

Charges for each electronic transfer made on the Self Service Card Reader are as follows:

VISA \_\_\_\_\_

MASTERCARD \_\_\_\_\_

AMERICA EXPRESS \_\_\_\_\_

DISCOVER \_\_\_\_\_

AVAITION FUEL CARD \_\_\_\_\_

START- UP COSTS:

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TRAINING COSTS:

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## **EXCEPTIONS, CONFIDENTIAL & ADDITIONAL MATERIALS**

Bidders shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

### **Exceptions (mark one):**

- ☐ No exceptions
- ☐ Exceptions taken (describe--attach additional pages if needed)

### **Confidential/Proprietary Submittals (mark one):**

- ☐ No confidential/proprietary materials have been included with this bid
- ☐ Confidential/Proprietary materials included. Bidders should identify below any portion of their bid deemed confidential or proprietary (see Standard Terms and Conditions, section S.25). Identification in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Offeror and the City prior to any public disclosure. Requests to deem the entire bid as confidential will not be considered.

### **Additional Materials submitted (mark one):**

- ☐ No additional materials have been included with this bid
- ☐ Additional Materials attached (describe--attach additional pages if needed)

## CONTRACT FORM AND SIGNATURES

**By signing and submitting this Bid, the Vendor certifies that:**

- a) It is under no legal prohibition on contracting with the City of Douglas.
- b) It has no known, undisclosed conflicts of interest.
- c) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- d) The prices offered were independently developed without consultation or collusion with any of the other Bidders or potential Bidders or any other anti-competitive practices.
- e) It grants the City of Douglas permission to copy all parts of this Offer, including without limitation any documents and/or materials copyrighted by the Offeror, for the City of Douglas's internal use in evaluating Offeror's Proposal, or in response to a public records request under Arizona's public records law (A.R.S. section 39-121 et. seq.) or other applicable law, subpoena, or other judicial process; provided that Mesa agrees not to change or delete any copyright or proprietary notices.
- f) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
- g) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
- h) It is current in all tax obligations due to the City.
- i) The signatory is an officer or duly authorized agent of the Bidder with full power and authority to submit binding bids for the goods or services as specified herein.
- j) It will accept such terms and conditions in a resulting contract if awarded by the City.

**ACCEPTED AND AGREED TO:**

Company Name: \_\_\_\_\_

CITY OF DOUGLAS ARIZONA

Signature: \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Mr. Curtis Shook

Title: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

\_\_\_\_\_

## VENDER INFORMATION

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Remit to Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

### **Contact for Questions about this bid:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Day-to-Day Project Contact (if awarded):

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

\_\_\_\_\_ Bidder is located outside Arizona and does NOT collect Arizona State Sales/Use Tax (The City will pay use tax directly to the AZ Dept of Revenue)

\_\_\_\_\_ Bidder is located outside Arizona is authorized to collect Arizona State Sales/Use Tax for submission to the AZ Dept of Revenue  
State Sales Tax Number: \_\_\_\_\_

\_\_\_\_\_ Bidder is located in Arizona (The Bidder should invoice the applicable sales tax and remit to the appropriate taxing authorities)  
State Sales Tax Number: \_\_\_\_\_  
City Sales Tax Number: \_\_\_\_\_ City of: AZ  
Sales Tax Rate: \_\_\_\_\_

\_\_\_\_\_ Certified Small Business Certifying Agency: \_\_\_\_\_

\_\_\_\_\_ Certified Minority, Woman or  
Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

# SEALED BID

<b>Submitted by:</b>
Company Name:
Address:
City, State, Zip:

RFP # **2008-CD-0009 Fuel, Jet A Aviation & 100LL Aviation**

Due Date: **Wed., April 23, 2008, at 4:00 p.m.**

City of DOUGLAS  
Attn: **City Clerk**  
425 10<sup>th</sup> Street  
Douglas, AZ 85607